

780 LOCMTS, CHAB R. AND NAPEL, CHAS. J.

QUITCLAIM DEED (056) EAST DRAIN

0023-0062-0009-00

780

THE STATE OF TEXAS, }
County of El Paso.

KNOW ALL MEN BY THESE PRESENTS: THAT

Charles R. Loomis and Charles J. Mapel

of the County of El Paso, State of Texas, for and in consideration of the
sum of One (\$1.00) - - - - - DOLLARS,

to them in hand paid by the United States of America, acting pursuant to
the Act of Congress of June 17, 1902 (32 Stat., 388)

~~of the County of~~, ~~xxx~~ ~~xxx~~, the receipt whereof is hereby
acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto the said United
States of America, acting pursuant to the Act of Congress of June 17,
1902 (32 Stat., 388), its successors

~~xxx~~ and assigns all their right, title and interest in and unto that tract or parcel of land lying in the County
of El Paso, and State of Texas, described as follows, to-wit:

A tract of land nine hundred forty-five and five-tenths (945.5) feet
long measured on the center line of the East River Drain, and one hundred
(100) feet wide, being forty (40) feet in width to the East and sixty (60)
feet in width to the West of said center line, described as follows: Be-
ginning at the Northeast corner of said tract, a point on the boundary line
between land of grantors herein and land of J. G. Barada, and from which
point the quarter corner between Sections two (2) and eleven (11), Town-
ship twenty-seven (27) South, Range three (3) East, N. M. P. M. is three
thousand five hundred eighty and six-tenths (3,580.6) feet north and six
hundred seventy and four-tenths (670.4) feet west, running thence south
2° 55' east a distance of three hundred thirty-eight and four-tenths
(338.4) feet, thence to the right on a curve of six hundred thirteen and
seven-tenths (613.7) feet radius, three hundred seventy-six and eight-
tenths (376.8) feet, measured on one hundred (100) foot chords, thence
south 32° 18' west, a distance of two hundred fifty-two and eight-tenths
(252.8) feet to a point on the boundary line between land of the grantors
herein and the Rio Grande, thence north 57° 42' west along said boundary
line a distance of one hundred (100) feet, thence north 32° 18' east a
distance of two hundred fifty-two and eight-tenths (252.8) feet, thence to
the left on a curve of five hundred thirteen and seven-tenths (513.7) feet
radius, three hundred fifteen and four-tenths (315.4) feet measured on
one hundred (100) foot chords, thence north 2° 55' west a distance of three
hundred forty-three and six-tenths (343.6) feet to a point on the boundary
line between land of the grantors herein and land of J. G. Barada, thence
east along said boundary line a distance of one hundred and one-tenth
(100.1) feet to the point of beginning, containing two and two-tenths (2.2)
acres more or less.

TO HAVE AND TO HOLD all their right, title, interest, estate and claim in and to the said premises,
together with all and singular, the rights, privileges and appurtenances to the same in any manner belonging,
unto the said United States of America, acting pursuant to the Act of Congress
of June 17, 1902 (32 Stat., 388), its successors

~~xxx~~ and assigns forever.

WITNESS our hands this the 8th day of July, A. D. 1916.

Witnesses at Request of Grantor:

Charles R. Loomis

Charles J. Mapel

83391

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE
ACKNOWLEDGMENTS

TO

Filed for record, this 3rd
day of August 1916, at 11
o'clock and 15 minutes A.M.

Clerk.

Deputy.

Ellis—El Paso

THE STATE OF TEXAS, }
COUNTY OF EL PASO, }

Before me, F. F. Barnes, a Notary Public in and for
El Paso County, Texas, on this day personally appeared Charles R. Loomis and
Charles J. Mapel

known to me to be the person ~~s~~ whose names ~~are~~ subscribed to the foregoing instrument, and acknowledged to
me that ~~he~~ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 1st day of August, A. D. 1916

F. F. Barnes,

Notary Public in and for El

My commission expires May 31, 1917. Paso County, Texas.

THE STATE OF TEXAS, }
COUNTY OF EL PASO, }

Before me, _____ in and for
El Paso County, Texas on this day personally appeared _____ wife of

_____, known to me to be the person whose name is subscribed
to the foregoing instrument, and having been examined by me privily and apart from her husband, and having
the same by me fully explained to her, she, the said _____ acknowledged such instru-
ment to be her act and deed, and declared that she had willingly signed the same for the purposes and consid-
eration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this _____ day of _____ A. D. 19____

THE STATE OF TEXAS, }
COUNTY OF EL PASO, }

I _____ Clerk of the County
Court of said County, do hereby certify that the above instrument of writing, dated on the _____
day of _____, A. D. 19____ with its certificate of authentication, was filed for record in my
office this _____ day of _____, A. D. 19____, at _____ o'clock _____ M.
and duly recorded the _____ day of _____, A. D. 19____, at _____ o'clock _____ M.
in the records of said County, in Volume 294 on Pages 634

Witness my hand and the seal of the County Court of said County, at office El Paso Texas, the day and
year last above written.

Clerk County Court, El Paso County, Texas.

By _____, Deputy.

THIS AGREEMENT, made this 18th day of March
(See Par. 1 of Instructions, page 4 of this blank.)
 nineteen hundred and sixteen, between Chas. F. Loosis
 and Charles J. Mapel, ~~xxxx~~ El Paso,
 county of El Paso, State Texas, of

and their heirs, legal representatives, and assigns, hereinafter styled the vendor, and

THE UNITED STATES OF AMERICA and its assigns, by R. F. Walter, Project Manager,
 of the United States Reclamation Service, thereunto duly authorized by the Secretary of the
 Interior, pursuant to the act of June 17, 1902 (32 Stat., 388), hereinafter styled the United States,
 WITNESSETH,

1. The vendor, in consideration of the benefits to be hereafter derived from the construction
 of irrigation works through, upon, or in vicinity of the lands hereinafter described, and of the
 payment by the United States of the sum of one dollar, the receipt of which is hereby acknowl-
 edged, does hereby agree that the authorized agents of the United States may enter upon and
 survey for, locate, grade, and construct canals, ditches, and other irrigation works, telephone
 and electric transmission lines, upon and across the land of the vendor, described as follows, to

A tract of land 945.5 feet long measured on the center line of
 wit: **East River Drain, and 100 feet wide, being 40 feet in width to**
the East and 60 feet in width to the West of said center line, described
as follows: Beginning at the Northeast corner of said tract from which
point the quarter corner between Sections 2 and 11, Township 27 South, Range
3 East, N. M. P. M., is 3,580.6 feet north and 670.4 feet west, thence south
2 degrees 55' east 338.4 feet, thence to the right on a curve of 613.7 feet
radius 376.8 feet measured on 100 foot chords, thence south 32 degrees 18'
west 252.8 feet, thence north 57 degrees 42' west 100 feet, thence north 32
degrees 18' east 252.8 feet, thence to the left on a curve of 513.7 feet radius
315.4 feet measured on 100 foot chords, thence north 2 degrees 55' west 343.6
feet, thence east 100.1 feet to point of beginning, containing 2.2 acres more or
less ~~and may be used for any purpose whatsoever~~

~~each side of the center line of said canal or other line in the direction now surveyed and staked~~
~~and may be used for any purpose whatsoever~~

2. And the vendor further agrees that at any time during the continuance of this agreement,
 after it is determined that the strip of land above described will be needed for irrigation works
 to be constructed by the United States as aforesaid, he will, upon request of the United States,
 convey to it all his right, title, and interest in and to the same, and all right, title, interest,
 tenements, and hereditaments appurtenant thereto, or appertaining and belonging to and used
 therewith, for the uses and purposes aforesaid, by good and sufficient deed, releasing the United
 States from all claims for damages by reason of entry upon the land first above described, and
 by reason of the survey, construction, or operation of said works.

3. This agreement shall become effective to bind the United States only upon its approval
 by the ~~Controller or~~ Director of the Reclamation Service, whose approval or disapproval will be signified

within 12 months from the date hereof, and shall terminate by limitation at the expiration of 24 months from the date of said approval: *Provided*, That the time may be extended at the option of the United States for a period equal to any delay caused by perfecting title in the vendor.

4. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat. L., 1109).

5. The United States agrees to build at its expense a bridge on land of the vendor and to make such provisions as are necessary so that the present system of irrigation of vendor can be continued.

In addition the United States will build suitable inlet or inlets into the drainage canal to take care of surface drainage water.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written.

Witnesses:

John J. Enck,

(Signed) Chas. J. Loomis

of El Paso, Texas.

Fred F. Barnes,

Charles J. Loomis

of El Paso, Texas.

No homestead Vendor.

Ivy S. McClelland,

THE UNITED STATES OF AMERICA.

of El Paso, Texas.

By R. F. WALTER

Project Manager

(Official title.)

J. L. Enney,

of El Paso, Texas.

Approved this 5th day of June, 1916

(Sig) H. A. Ryan
Director, U. S. Reclamation Service.

STATE OF TexasCOUNTY OF El Paso

} ss:

I, F. P. Barnes, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that Chas. J. Moonie
and Charles J. Kappel

who are personally known to me to be the person 9 whose name 6 are subscribed to
 the foregoing instrument, appeared before me this day in person and acknowledged that they
 signed, sealed, and delivered said instrument of writing as their free and voluntary act,
 for the uses and purposes therein set forth.

~~I further certify that I did examine the said _____
 separate and apart from her husband, and explained to her the contents of the foregoing instru-
 ment, and upon that examination she declared that she did voluntarily sign, seal, and
 acknowledge the same without any coercion or compulsion, and does not wish to retract the
 same.~~

Given under my hand and official seal, this 18th day of March, 1916.

F. P. Barnes, A Notary Public

[SEAL] My commission expires May in and for El Paso County, Texas.
31, 1917.

AFFIDAVIT OF DISINTERESTEDNESS.

(Sec. 3745, Rev. Stat.)

STATE OF _____

COUNTY OF _____

} ss:

I do solemnly swear (or affirm) that the copy of contract hereunto annexed is an exact copy of a contract executed
 by me, personally, with _____
 that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage
 corruptly to the said _____ or to any other person or persons; and that the
 papers accompanying include all those relating to the said contract, as required by the statute in such case made and
 provided.

_____, Engineer, U. S. R. S.

Subscribed and sworn to before me at _____

[OFFICIAL SEAL.]

this _____ day of _____, A. D. 191 . My commission
 expires _____

NOTE.—It will be unnecessary to have this affidavit executed on more than one copy of the contract.

AGREEMENT TO CONVEY

FOR CANAL LINE, ETC.

TO

UNITED STATES

State of *Idaho*
COUNTY OF *Blaine* ss:

I hereby certify that this instrument was
filed for record in my office at *3:10*
o'clock *P.*M., *June 13*, 19*16*
and is duly recorded in Book *794*

Page No. *185*

(Seal) *E. J. McDermott*
By *W. D. Duckett*
Deputy

Fees, \$

INSTRUCTIONS.

1. The agreement should not be dated until signed by both parties, but the date should not be later than the date of the acknowledgment on page 3 of this blank.
2. Where lands required for canals or laterals are donated to the United States, no abstract of title need be furnished. The deed should be transmitted to the Washington office with a certificate by the engineer or examiner that the tax records of the county in which the land is situated have been examined, and that they indicate ownership of the land by the grantors; that the said parties are the reputed owners, and that the land is not in the possession of one claiming adversely to the grantors.

I hereby certify that the land described in attached agreement dated March 13, 1916, with Chas. R. Loomis and Charles J. Mapel, is necessary for purposes authorized by the Reclamation Act, viz., for right of way for the East River Drain, Rio Grande project, New Mexico-Texas. In my opinion the consideration agreed upon is reasonable and I recommend that the contract be approved.

R. F. Walter,

Project Manager.

El Paso, Texas, April 24 1916.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made March 13, 1916, with
Chas. R. Loomis and Charles J. Mapel
for the purchase of land required for East River Drain
purposes, Rio Grande Project, El Paso
County, Texas.

1. State description and approximate area of land to be conveyed:

2.2 acres. For description see agreement to convey.

2. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent if such have been issued:

Land is in Texas and was not public land *of U.S.*

3. State names of the owners, giving names in full, post office addresses, and county and State of residence. Give names of wives and husbands; if unmarried, widow, or widower, so state.

Chas. R. Loomis, 4th floor Caples Bldg., El Paso, El Paso County, Tex.

Charles J. Mapel, C/o Newman Investment Co., " " "

(Land is not homestead property)

4. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post office address. If the land is held under a lease, state the general terms of the lease, and the date when the tenant is to give up possession.

Chas. R. Loomis and Charles J. Mapel. There is no lease.

5. Also state whether land is subject to right of way by virtue of contract with water users association or other agreement.

Land is subject to right of way by virtue of contract (stock..
subscription) with water users' association.

6. State how much of the land is under cultivation, and how much is not cultivated but is capable of being brought under cultivation; as well as the general character of such land and the character of crops produced upon the cultivated portion; also the condition and kind of improvements, if any.

None of the land is in cultivation. About 1/4 is capable of being brought under cultivation. Land is swampy and alkaline.

7. If any portion of the land is irrigated, state what water rights go with the land and how much of the cultivated and how much of the uncultivated land is capable of irrigation.

8. State the selling price of similar land in the vicinity.

The whole tract might be appraised at \$30.00 per acre. The drainage ditch takes the least valuable land of all the tract.

9. State fully any other matters relative to the land or to the purchase that may be of interest to the Government, especially concerning possible injury or benefit to other portions of this tract.

The balance of this land will either be not affected or will be benefitted by construction of drainage ditch.

The above is a correct statement of the information procured.

Dated... April 11....., 1916.

Approved:

R. F. WALTER

Engineer.

Geo. Schobinger.

Engineer in Charge.

INSTRUCTIONS.

The proper method of procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to lands withdrawn under the provisions of paragraph 2 of office circular No. 127, of October 28, 1905, where public lands are appropriated for irrigation purposes; in such cases the agreements for purchases of improvements may be entered into on Form 7-523.

1. As soon as possible after it has been ascertained that the property will be required, the engineer in charge should forward to the Director of the Reclamation Service the following papers:

(a) Form 7-276 or 7-277, contract of sale, or memorandum of terms of proposed purchase, together with two copies of the same, one for the Returns Office and the other for the Director. When the land is donated, use Form 7-277.

(b) Affidavit of disinterestedness.

(c) This form (7-281), report on land agreement.

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This certificate should also contain other valuable information relative to the transaction not given in Form 7-281.

(e) If the tract is described by metes and bounds, this report should be accompanied by a small sketch, with the boundary lines platted, showing all courses and distances and all references to public-land corners. (See Service Order No. 65).

2. When the agreement has been approved, the original will be returned to the engineer, who will immediately notify the vendor thereof and call upon him, pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded in connection therewith and also the record of the conveyance made in pursuance of said agreement, also to procure and have recorded, where proper for record, all assurances of title and affidavits which may be necessary and proper to show clear, unincumbered title in him. This will fix the date from which time may be counted in favor of the United States for extension of the option as provided in the agreement, in case it be found necessary to do so. If the abstract contains a large number of entries it should be indexed, and if the title to a canal system is involved the abstract should be accompanied by maps showing said system and the lands affected thereby. The abstract, certificates, maps, option, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the United States attorney for the district, after the engineer has received notice that instructions have been issued to the former by the Attorney General to examine and report on the subject of titles. These instructions will be requested by this office after the receipt of information from the engineer that the purchase of lands has become necessary.

3. The ordinary form of warranty deed, or its equivalent, in general use will be acceptable to the Department, only one material change being required, viz, the insertion of the italicized words in the clause to the following effect usually found in such deeds: "For and in consideration of . . . dollars to him in hand paid in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388), by the said party of the second part," etc. The grantee or second party must be the United States, and the words "heirs, executors, administrators, successors," etc., when referring to the second party, should be stricken out, and the sentence should read "the party of the second part and its assigns." One copy of the proposed form of deed should be retained by the engineer, to be executed by the vendor after the title has been found acceptable. A quit-claim deed will be acceptable in case title in fee is not vested in the vendor.

4. When forwarding the title papers to the United States attorney the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the Assistant Attorney General for the Interior Department, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The engineer in charge will notify the Director as soon as the abstract and form of deed have been forwarded to the Assistant Attorney General.

6. The Assistant Attorney General will render an opinion upon the title, and upon the approval thereof by the Secretary of the Interior, all the papers will be returned to the engineer for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., pronounced by the Assistant Attorney General to be liens against the estate. Payment may then be made to the grantor by the local fiscal agent, provided no further defects are revealed by the extension of the abstract, or the papers may be forwarded to the Director for payment by Treasury warrant. In the former case the voucher covering payment should be accompanied by the option, abstract of title, deed, and copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the United States attorney for re-examination.

7. In the case of a desert-land entry, when the approval has been given of the purchase of the possessory rights of an entryman, the certificate of the recorder of land titles in the county where the land is situated should be obtained, showing that he has searched the records of his office, and stating whether any instrument of conveyance, assignment or mortgage of the right obtained by the entry referred to there appears.

8. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it has been relinquished and cancelled on the records of the land office. This certificate should accompany the voucher of the special fiscal agent in lieu of the deed or relinquishment, which will be retained in the local land office. Where less than a legal subdivision is to be acquired, which cannot be described in the ordinary way (by quarters and halves), subdivisional surveys should be made and the land lotted (Service Order 84 and Circular August 9, 1909). Relinquishment should then be secured of the lot needed as above.

9. In the public-land States improvements by entrymen are generally regarded as personal property, subject to taxation, and before paying for land to be acquired by relinquishment the certificate of the officer having charge of the tax records in the county should be obtained showing the condition of the property in respect to levy and payment of taxes for the years since the entry.

10. This Form (7-281) may be used as far as it is applicable in making a report of negotiations not concluded, all necessary additional information being given under heading No. 9, when for any reason it is advisable that the matter be further considered by the engineer in charge before final agreement. In this case it should be noted conspicuously on the first page and in the brief on back that it is a report of pending negotiations.

11. The person engaged in right of way negotiations or in negotiations for the purchase of lands will make monthly reports to the engineer in charge of the particular project, to be forwarded to the chief engineer at Washington, D. C.

12. An agreement of sale may be made with any person owning the land in his own right, or with a trustee under a power in a deed, or with a person holding a power of attorney from the owner authorizing him to do so, or with an executor under power in a will. A certified copy of the evidence of authority must accompany the papers.

13. The husband and wife must join in the agreement except where the local land laws or the conditions under which the property is held do not require it. It is better, however, to obtain in every case the signatures of both husband and wife. The agreement must state whether the vendor is married or single, a widow or widower.

14. An administrator or an executor without a power to sell in the will has no authority to make a contract for the sale or conveyance of land or of a right of way thereon. In case of the death of the owner without a will, the real estate descends to the heirs; if he dies leaving a will, the real estate goes to the devisees, subject in both cases to the payment of debts of the decedent. The heirs or devisees must all join in the agreement.

15. Neither the guardian of a minor nor the guardian of an insane person has a right to contract to sell or convey the real estate of his ward without special authority from the proper court.

16. Before negotiations for the purchase of any tract are begun, it is important to learn whether the land has been offered for sale, and at what time and price; also what price the present owner paid for the land.

17. Special conditions and limitations may be added, when necessary, to the printed forms of contract in reference to possession of premises, growing of crops, etc., pending final conveyance, but these conditions should be avoided as far as possible, and the time limit of the contract should be fixed with reference to these matters. Ample time should be given in the contract for the preparation of an abstract of title and for consideration of the same by the officials at Washington, D. C.

18. For a general discussion of this subject see pages 96 to 100 of Water-Supply Paper No. 93.

7-281.

REPORT ON LAND AGREEMENT.

For purposes.

..... project.

Sec., T., R., M.

Belonging to.....

County of.....

State of.....

Submitted by.....

Date, 191..

Loomis

Insert following conditions in Contract.

The United States agree to build a bridge on land of donor, and to ~~make such~~ make such provisions as are necessary to insure that the present system of irrigation of donor can be continued

Loomis (initials unknown) 7/24/15 PM 4:15

A tract of land 945.5 feet long measured on center line of said East River Drain, and 100 feet wide, being 40 feet in width to the East and 60 feet in width to the West of said center line, described as follows:-

Beginning at the North East corner of said tract from which point the $\frac{1}{4}$ corner between sections 2 and 11, T. 27 S R. 3 E N. M. P. M. is 3580.6 feet North and 670.4 feet West; thence $S. 2^{\circ} 55' E.$ 338.4 feet; thence to the right on a curve of 613.7 foot radius 376.8 feet measured on 100 foot chords; thence $S 32^{\circ} 18' W.$ 252.8 feet; thence $N. 57^{\circ} 42' W.$ 100.0 feet; thence $N. 32^{\circ} 18' E.$ 252.8 feet; thence to the left on a curve of 513.7 foot radius 315.4 feet measured on 100 foot chords; thence $N. 2^{\circ} 55' W.$ 343.6 feet; thence East 100.1 feet to point of beginning, containing 2.2 acres, more or less.

207216

Certificate of estimated cost of structures to be
built across drainage ditch through land of Loomis and
Mapel in accordance with contract dated March 13, 1916.

Bridge.....	\$ 320.00
Inlet for surface water.....	35.00
Change in irrigation system.....	<u>50.00</u>
Total	<u>\$ 385.00</u>

El Paso, Tex.
April 25, 1916.

(sd) R. P. Walter
Project Manager.

Project

Certificate of estimated cost of structures to be
built across drainage ditch through land of Loomis and
Mapel in accordance with contract dated March 13, 1916.

Bridge.....	\$ 320.00
Inlet for surface water.....	35.00
Change in irrigation system.....	<u>50.00</u>
Total	<u>\$ 385.00</u>

El Paso, Tex.
April 25, 1916.

(sd) R. P. Walter
Project Manager.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, April 26, 1916.

Ch. of Constr.

Project Manager to the Director (through ~~Supervising Engineer~~).

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith for approval:

Date March 13, 1916, Rio Grande project

Executed by R. F. Walter

With Chas. R. Loomis and Charles J. Mapel

Accompanied by bond and one copy. [Insert "Yes" or "No bond."] No bond.

Purpose: Right of way for East River Drain.

No public notice issued for Rio Grande project.

Advise Ch. of Constr. at Denver, Colo.

(copy to Project Manager at El Paso, Texas.)

of the approval of the above, using extra copy or copies hereof.

Estimated amount involved, \$ Nominal. Authority No. _____

Encls. Original contract for Director with orig. rept. on
land agr't and orig. Proj. Mgr's certificate,
Copy contract for Returns Office with affi. of dis.,
" " " Ch. of Constr. with copy of rept. on
land agr't and copy of Proj. Mgr's certificate.
Orig. Est. of cost of Bridge, etc. to Dir., with R.F. Walter.
copy to Ch. of Constr. Washington, D. C. 191

Approved by *Chas for Dir & Ch. Constr.*

Date of approval

Bond, if any (see above), approved by same officer on same date.

El Paso, Texas, June 12, 1916.

Mr. Charles R. Loomis,
Capitol Bldg.,
El Paso, Texas.

Dear Sir:

This is to advise that the contract dated March 13, 1916, with you and Charles J. Mapel, providing for the donation of 2.2 acres of land as right of way for the East River Drain, was approved by the Comptroller of the Reclamation Service on June 5, 1916.

In compliance with your verbal request of Mr. Buck, there is enclosed a copy of plat showing the course of the drain across your land.

Quit claim deed will be sent you as soon as possible for execution and return.

Very truly yours,

P. W. Dent,

District Counsel.

Enc.

Copy to Mr. Mapel.

El Paso, Texas, July 7, 1916.

Mr. Charles R. Loomis,
Caples Bldg.,
City.

Dear Sir:

There is enclosed herewith quit claim deed for the 2.2 acres of land which you and Mr. Charles J. Mapel agreed under date of March 13, 1916, to convey to the United States as right of way for the East River Drain.

Will you and Mr. Maple kindly execute this deed, acknowledging the same before a notary, after which return it to me. Your early attention will be much appreciated.

Thanking you and Mr. Mapel for your courtesy in this matter, I am,

Very truly yours,

P. W. Dent,

District Counsel.

CERTIFICATE

El Paso, Texas, July 8, 1916.

I HEREBY CERTIFY that an examination has been made of the tax records of El Paso County, Texas, and such records indicate that Charles R. Loomis and Charles J. Mapel are the apparent and reputed owners of the 2.2 acres of land described in attached quit claim deed.

I further certify that the said Charles R. Loomis and Charles J. Mapel are in sole and exclusive possession of the property described in the aforementioned deed, claiming to be the owners and no person claiming a right in such property adverse to the grantors is in possession of any part of it.

A. S. Font
District Counsel

CHARLES M. NEWMAN

CHARLES J. MAPEL

NEWMAN INVESTMENT COMPANY

REAL ESTATE AND INSURANCE BROKERS

EL PASO, TEXAS

Mr. P. W. Dent, District Counsel
U. S. R. S.
Mills Building, El Paso, Texas.

Aug. 1st
1916

Dear Sir:

Hand you herewith Quit Claim deed
to right-of-way, executed by Chas. R. Loomis
and Chas. J. Mapel.

We regret the delay in this matter
due to the fact that the writer has been out
of the city three weeks.

Yours very truly,

Newman Investment Company,

By C. J. Mapel

CJM

El Paso, Texas, August 2, 1916.

The County Clerk,

El Paso, Texas.

Dear Sir:

There is transmitted herewith for recording and return to this office quit claim deed dated July 8, 1916, from Charles R. Loomis and Charles J. Mapel to the United States in connection with right of way for the East River Drain.

Very truly yours,

P. W. Dent II

District Counsel

enc

El Paso, Texas, September 5, 1916.

From District Counsel
To Chief Counsel, Washington, D. C.
Subject: Donation agreement with Chas. R. Loomis and Charles J. Mapel, dated March 13, 1916--Rio Grande Project

1. There is returned herewith the above mentioned agreement; same having been duly recorded in the records of El Paso County, Texas.

2. Quit claim deed, in duplicate, covering the land described in above agreement is also transmitted herewith, together with certificate as to ownership and plat showing land.

0 0 0

P. W. Dent

Washington, D.C. Sept. 18, 1916

encl 4

The above mentioned deed accepted and filed.

Copy to D.C. El Paso, Texas.

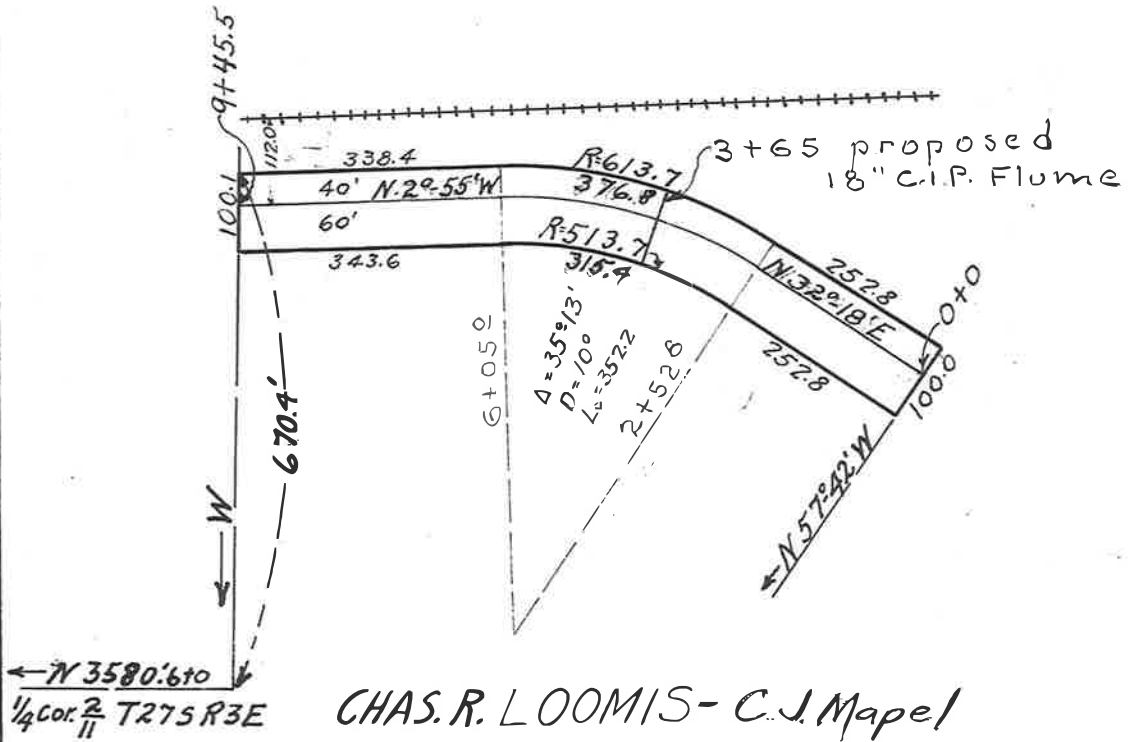
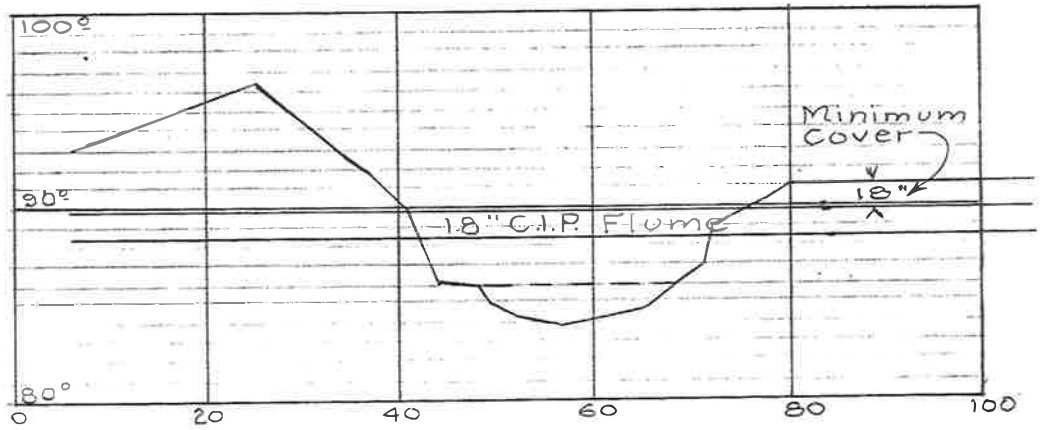
Morris Bien,
Acting Director.

SEP 14 1916 54968

Charles R. Loomis and Charles J. Mapel

a tract of land nine hundred forty-five and five-tenths (945.5) feet long measured on the center line of the East River Drain, and one hundred (100) feet wide, being forty (40) feet in width to the East and sixty (60) feet in width to the West of said center line, described as follows: Beginning at the Northeast corner of said tract, a point on the boundary line between land of grantors herein and land of J. G. Barada, and from which point the quarter corner between Sections two (2) and eleven (11), Township twenty-seven (27) South, Range three (3) East, N.M.P.M., is three thousand five hundred eighty and six-tenths (3,580.6) feet north and six hundred seventy and four-tenths (670.4) feet west, running thence south $2^{\circ} 55'$ east a distance of three hundred thirty-eight and four-tenths (338.4) feet, thence to the right on a curve of six hundred thirteen and seven-tenths (613.7) feet radius, three hundred seventy-six and eight-tenths (376.8) feet, measured on one hundred (100) feet chords, thence south $32^{\circ} 18'$ west, a distance of two hundred fifty-two and eight-tenths (252.8) feet to a point on the boundary line between land of the grantors herein and the Rio Grande, thence north $57^{\circ} 42'$ west along said boundary line a distance of one hundred (100) feet, thence north $32^{\circ} 18'$ east a distance of two hundred fifty-two and eight-tenths (252.8) feet, thence to the left on a curve of five hundred thirteen and seven-tenths (513.7) feet radius, three hundred fifteen and four-tenths (315.4) feet measured on one hundred (100) feet chords, thence north $2^{\circ} 55'$ west a distance of three hundred forty-three and six-tenths (343.6) feet to a point on the boundary line between land of the grantors herein and land of J. G. Barada, thence east along said boundary line a distance of one hundred and one-tenth (100.1) feet to the point of beginning, containing two and two-tenths (2.2) acres more or less.

Recorded in Volume 294, Page 634 - Records of El Paso County, State of Texas.



CHAS. R. LOOMIS - C. J. Mapel

2.2 A

Q.C.D. 7/8/16

Recorded 8/1/16

Book 294 Page 634

1" = 250'

DEPARTMENT OF THE INTERIOR U.S. RECLAMATION SERVICE	
RIO GRANDE PROJECT, NM, TEX. MESILLA VALLEY DRAINAGE E. RIVER DRAIN, RIGHT OF WAY. SEC. 11, T27S, R3E, N.M.P.M.	
SURVEYED J.W.R. DRAWN G.S.	CHECKED W.A.P. APPROVED S.B.W.
892 L16	LAS CRUCES NM. 2/19/16

Sheet 1 of